

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

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www.publichealth.lacounty.gov

October 18, 2011

### **ADOPTED**

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

#22 OCTOBER 18, 2011

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EXECUTIVE OFFICER

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The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

APPROVAL TO ACCEPT A FORTHCOMING NOTICE OF AWARD FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION – COMMUNITY TRANSFORMATION GRANT, EXECUTE 16 SOLE SOURCE AGREEMENTS, AND APPROVE UP TO 44 NEW POSITIONS (ALL SUPERVISORIAL DISTRICTS)

(3 VOTES)

#### **SUBJECT**

Request delegated authority to accept a forthcoming Notice of Award for the Centers for Disease Control and Prevention - Community Transformation Grant, under the Patient Protection and Affordable Care Act of 2010, and future awards and/or amendments; execute 16 sole source agreements; select providers, negotiate, and execute additional sole source agreements; execute approximately 25 tobacco cessation agreements per grant term; execute amendments to these agreements and approval of up to 44 new positions, subject to allocation; to support tobacco control and prevention, healthy eating/active living, and clinical prevention efforts throughout Los Angeles County.

#### IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Delegate authority to the Director of the Department of Public Health (DPH), or his designee, to accept a forthcoming Centers for Disease Control and Prevention (CDC) Notice of Award (NA) for the estimated term of September 30, 2011 through September 29, 2012, at an amount to be determined by the CDC, estimated not to exceed \$10,000,000, to reduce the toll of chronic disease and associated disparities by strengthening and building practice-based linkages to reach and transform multiple sectors into a uniform platform, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
- 2. Delegate authority to the Director of DPH, or his designee, to accept future awards and/or

amendments that are consistent with the requirements of the NA that extend the term estimated through September 29, 2016, at an amount to be determined by the CDC; reflect non-material and/or ministerial revisions to the award's terms and conditions; allow for the rollover of unspent funds and/or redirection of funds; adjust the term of the award estimated through December 31, 2016; and/or provide an increase or decrease in funding up to 30 percent above or below each grant term's annual base amount, subject to review and approval by County Counsel, and notification to your Board and the CEO.

- 3. Delegate authority to the Director of DPH, or his designee, to execute 16 sole source agreements with the providers identified in Exhibit I, using the County-approved standard contract language, for the estimated term of date of execution through September 29, 2012, at the estimated amounts identified in Exhibit I, with an option to extend thereafter for four additional one-year terms through September 29, 2016, contingent upon availability of funding, 100 percent funded by the forthcoming CDC award, subject to review and approval by County Counsel, review and approval of any modifications or amendments to standard County insurance and indemnification provisions by CEO Risk Management (RM) Operations, and notification to your Board and the CEO.
- 4. Delegate authority to the Director of DPH, or his designee, to select providers, negotiate, and execute additional sole source agreements as needed to address CDC priorities and meet grant deliverables, using the County-approved standard contract language, for the estimated term of date of execution through September 29, 2012, with an option to extend thereafter for four additional one-year terms through September 29, 2016, contingent upon availability of funding, with annual contract maximum obligations not to exceed \$200,000 per agreement, 100 percent funded by the forthcoming CDC award, subject to review and approval by County Counsel and review and approval of any modifications or amendments to standard County insurance and indemnification provisions by CEO RM Operations, and notification to your Board and the CEO.
- 5. Delegate authority to the Director of DPH, or his designee, to execute approximately 25 tobacco cessation agreements, substantially similar to Exhibit II, per grant term with social service agencies selected through a solicitation process, for a term not to exceed 12 months, at an estimated maximum obligation per agreement of \$5,000, for a total maximum obligation per grant term of \$125,000, subject to review and approval by County Counsel, and notification to your Board and the CEO.
- 6. Delegate authority to the Director of DPH, or his designee, to execute amendments to the above-referenced agreements that allow for the rollover of unspent funds; adjust the term of the agreement through December 31, 2016; and/or provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable agreement term, subject to review and approval by County Counsel, and notification to your Board and the CEO.
- 7. Approve up to 44 new Full Time Equivalent (FTE) positions, identified in Exhibit III, in excess of that which is provided for in the DPH staffing ordinance pursuant to Section 6.06.020 of the County Code, and subject to allocation by the CEO. Thirty nine positions are 100 percent funded and five positions are partially funded by the forthcoming CDC award to provide programmatic, administrative, and managerial services to support the grant's goals and objectives.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In approving the recommended actions, your Board is authorizing DPH to accept funding to support

the ongoing development and implementation of a coordinated and integrated approach to chronic disease prevention and control across Los Angeles County (County). The funding will enable DPH to reduce the toll of chronic disease and associated disparities by strengthening and building practice-based linkages to reach and transform multiple sectors within the community, government, and health care into a uniform platform. This broad, integrated approach to improving health will build upon the foundation and meaningful accomplishments of the local Communities Putting Prevention to Work (CPPW) initiatives, Project Tobacco Reduction Using effective Strategies and Teamwork (TRUST) and Renew Environments for Nutrition, Exercise and Wellness (RENEW), Los Angeles County. The approach will address five strategic areas: tobacco- free living, active living and healthy eating, clinical and other preventive services, social and emotional wellness, and healthy and safe physical environments to create equitable and sustainable opportunities for County residents to achieve optimal health.

Recommendations 3, 4, and 5 will allow DPH to enter into agreements with key partner organizations that will implement required components of the community transformation grant including active living, healthy eating, clinical prevention, evaluation, tobacco free living, and tobacco cessation programs. The identified sole source contractors meet specific criteria stipulated in the CDC award. The selected entities include school districts, cities, and agencies that provide services uniquely aligned with CDC requirements. School districts were identified based upon their broad reach and representation of targeted areas with a high concentration of populations at risk for diseases caused by obesity and tobacco use. Cities were identified based upon whether they had an existing public health department (Long Beach and Pasadena) and/or a large percentage of the County's total population (e.g., the City of Los Angeles).

Under Recommendation 6, DPH is requesting delegated authority to execute agreement amendments to allow for the rollover of unspent funds, and increase or decrease funding up to 30 percent above or below each agreement's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable agreement term. This delegated authority will enable DPH to amend agreements to allow for the provision of additional units of funded services that are above the service level identified in the current agreement and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed agreement, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation will have no impact on net County cost.

Recommendation 7 will authorize DPH to fill up to 44 positions to provide programmatic, administrative, and managerial services to support the grant's goals and objectives as identified in Exhibit III. DPH may also utilize the temporary master agreements approved by your Board on October 19, 2010, pending the allocation and filling of those items grouped under Priority II.

#### Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness; Goal 2, Children, Family and Adult Well-Being; Goal 3, Community and Municipal Services; Goal 4, Health and Mental Health; and Goal 5, Public Safety, of the County's Strategic Plan.

#### FISCAL IMPACT/FINANCING

DPH will accept forthcoming CDC funding for the estimated term of September 30, 2011 through September 29, 2012, estimated not to exceed \$10,000,000. The grant project period is estimated to be five years at annual amounts to be determined by the CDC.

The cost of the agreements associated with this action will be 100 percent offset by the CDC funds, at no net County cost.

Upon receipt of the CTG award, DPH will return to your Board for approval of an Appropriation Adjustment.

Funding will be included in future FYs, as necessary.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 13, 2011, the CDC released a Funding Opportunity Announcement under the Affordable Care Act of 2010 which authorizes Community Transformation Grants to state and local governmental agencies, tribes and territories, state or local non-profit organizations, and national networks of community-based organizations for the implementation, evaluation, and dissemination of evidence-based community preventive health activities in order to reduce chronic disease rates, prevent the development of secondary conditions, address health disparities, and develop a stronger evidence base for effective prevention programming.

On July 15, 2011, DPH submitted an application in response to the CDC's Funding Opportunity Announcement, requesting \$10,054,876 for the first term anticipated to start September 30, 2011 through September 29, 2012. DPH expects to receive the NA in October 2011.

In order to meet the strict requirements set forth in the CDC's funding announcement, DPH must be prepared to rapidly implement grant activities. In doing so, DPH will focus on five strategic areas: tobacco free living; active living and healthy eating; clinical and other preventive services; social and emotional wellness; and healthy and safe physical environments.

In addition to the activities described herein, DPH will conduct five solicitations within the next 24 months to be funded by the CDC award. These will include solicitations for: 1) a media firm to develop and implement multi-faceted, hard-hitting media campaigns to support all of the objectives of the grant; 2) a technical assistance provider with expertise in the area of active living/transportation planning to support DPH's deliverables to assist local cities and community agencies to improve their built environments; 3) up to two contractors to assist with program evaluation; 4) up to eight community agencies and/or cities to develop, adopt, and implement city-level healthy eating and active living policies; and 5) up to five community agencies to implement campaigns in five jurisdictions to encourage the adoption of smoke free multi-unit housing and comprehensive outdoor air policies. Community agencies will conduct key informant surveys to inform the adoption of smoke free multi-unit housing or comprehensive outdoor policies; work with local jurisdictions to mobilize community support through educational campaigns and town hall meetings; and implement a phased model for policy adoption, working closely with a locally elected official as a champion to support the adoption and passage of these policies.

DPH will also execute Memorandums of Understanding with the Services Integration Branch of the CEO, the Department of Health Services (DHS), and the Department of Parks and Recreation (DPR). The CEO, DPH, and DHS will partner in an effort to increase clinical preventive services, including tobacco cessation services to low socio-economic status residents. This partnership will

adopt and implement a medical home or team-based care approach that focuses on establishing and promoting the use of standard protocols for the "ABCs" of clinical preventive services in the DHS Ambulatory Care Network. DPH will support DPR's Parks After Dark program, an innovative summer program designed to promote healthy activity and community cohesion and curb violence and gang-related crimes through youth engagement and wellness programs.

The recommended agreements will be reviewed and approved as to form by County Counsel and review and approval of any modifications or amendments to standard County insurance and indemnification provisions by CEO RM Operations prior to execution of the agreements by all parties.

Exhibit I is a list of the 16 sole source contracts. Exhibit II is the template for the tobacco cessation agreements, approved by County Counsel as to form. Exhibit III is a list of the requested County personnel items. Attachment A is the Sole Source Checklist and Attachment A-1 is a list of the sole source contractors.

#### **CONTRACTING PROCESS**

DPH is requesting authorization to: 1) execute 16 sole source agreements with agencies identified in Exhibit I; 2) select providers, negotiate, and execute new sole source service agreements with annual contract maximum obligations not to exceed \$200,000 per agreement; and 3) execute approximately 25 tobacco cessation agreements per grant term with social service agencies selected through a solicitation process, for a term not to exceed twelve months, at an estimated maximum obligation per agreement of \$5,000, for a total maximum obligation per grant term of \$125,000.

DPH will conduct a tobacco cessation solicitation within the next 12 months, to be repeated in subsequent grant terms, as needed. As a result, DPH will award approximately 25 agreements, per grant term, for a term not to exceed twelve months, at an estimated maximum obligation per agreement of \$5,000. Applicants will be selected to implement smoke free environments; provide training and technical assistance to raise awareness of the benefits of smoking cessation and to increase understanding of effective smoking cessation strategies; implement or enhance existing tobacco cessation services using evidence-based practices; ensure that consumers, clients, and staff have access to smoking cessation services and support to promote health and wellness; and establish partnerships between community based organizations and tobacco cessation organizations to increase available tobacco cessation resources in communities.

#### <u>IMPACT ON CURRENT SERVICES (OR PROJECTS)</u>

Approval of the recommended actions will provide for the effective and timely implementation of activities to support healthy eating/active living, tobacco prevention, and clinical prevention efforts throughout the County.

Respectfully submitted,

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:jlm

Enclosures

c: Chief Executive Officer County Counsel Executive Officer, Board of Supervisors

	Agency Name	Estimated Amount	Estimated First Term	Description of Services / Sole Source Justification
1	American Diabetes Association (ADA)	\$300,000	Date of Execution to 09-29-12	ADA will work with the Community Clinic Association of Los Angeles to expand the National Center for Quality Assurance Diabetes Care Center Recognition Program to include key low socio-economic status, multi-clinic community health centers in Los Angeles County. ADA will provide technical assistance and financial incentives (e.g., coverage of program fees) to eligible health centers to assist them in meeting standards and qualifying for the recognition program.  ADA is the primary authority and premier voluntary organization that promotes awareness of diabetes and public education on diabetes care management in the U.S.
2	Breastfeeding Task Force of Greater Los Angeles (BTFGLA)	\$100,000	Date of Execution to 09-29-12	BTFGLA will partner with DPH to assist hospitals in Los Angeles County to achieve Baby-Friendly designations. The role of the BTFGLA is to provide technical assistance to hospitals on systems changes needed to enable baby-friendly practices and to provide access to certified lactation educators.  BTFGLA is the only well-qualified network of breastfeeding experts and advocates that works on a countywide basis in Los Angeles County.

	Agency Name	Estimated Amount	Estimated First Term	Description of Services / Sole Source Justification
3	California Center for Public Health Advocacy (CCPHA)	\$150,000	Date of Execution to 09-29-12	CCPHA will work with local officials to establish policies to increase access to healthy food and beverage options, or decrease access to unhealthy options. CCPHA will provide technical assistance to DPH and contracted community partners to help establish policies to improve the food and physical activity environment. CCPHA will coordinate efforts with the statewide HEAL Cities Campaign and its statewide partner the League of California Cities.
				CCPHA is the only agency in California combining nutrition, policy, and social marketing expertise with a demonstrated history in guiding community agencies through issues related to improving nutrition environments. CCPHA is the proprietor of the Healthy Eating Active Living campaign that DHP will purchase for expanded placement throughout Los Angeles County.
4	California Food Policy Advocates (CFPA)	\$125,000	Date of Execution to 09-29-12	CFPA will partner with DPH to work with school districts in Los Angeles County (including Los Angeles Unified School District) to adopt and implement food policies and practices that improve the nutritional quality and appeal of school meals. CFPA will provide technical assistance to school districts to assist them with establishing policies that will increase consumption and acceptability of school meals.
				CFPA is California's only statewide anti-poverty program with a focus on hunger and malnutrition among low-income groups. CFPA has an extensive history of working with Title 1 school districts throughout California, and particularly within Los Angeles County, to implement changes to improve the school food environment and provide students with healthier food options.

	Agency Name	Estimated Amount	Estimated First Term	Description of Services / Sole Source Justification
5	City of Los Angeles - City Attorney's Office	\$175,000	Date of Execution to 09-29-12	The City of Los Angeles (City) will collaborate with DPH to provide important resources to tobacco retailers, including information on Tobacco Retailer Permits and guidance regarding lawful practices for tobacco sales. The City will develop a multi-tiered, community-based model using education and investigation in order to assess how tobacco prices are manipulated by the tobacco industry and how its marketing strategies are aimed at influencing consumption. Other areas of focus in the retail environment may include tobacco retailer licensing, employer responsibilities, third party sales, volume of cigarettes sold, illegal sales data/hotspots, outlet density, tobacco product sales, and tobacco products/brands marketed to specific communities.  The City of Los Angeles is the largest city within the County, and DPH is required to reach all residents of the County.
6	City of Los Angeles - Department of Planning	\$250,000	Date of Execution to 09-29-12	The City of Los Angeles (City) will partner with DPH on a three-part initiative. First, the City will incorporate healthy policies into its general plan by developing a Health Chapter for the City's General Plan Framework Element. Second, the City will adopt healthy Transit Oriented Development (TOD) standards and incorporate the standards into four new TOD plans surrounding the City's new transit stations. Third, the City will develop several ordinances that have been identified and prioritized in the Health Chapter. These implementing ordinances may include policies related to improving access to healthy food and expanding the availability of open-space.  The City requires a sole source agreement given that the most effective method to change City public health policy is to contract directly with this office.

	Agency Name	Estimated Amount	Estimated First Term	Description of Services / Sole Source Justification
7	LA Best Babies Network	\$100,000	Date of Execution to 09-29-12	The LA Best Babies Network will be leading the Los Angeles County Healthy Weight Collaborative (HWC). The HWC is made up of organizations committed to making efficient changes in preventive and treatment services for women of child-bearing age as a way of reducing the burden of diabetes and cardiovascular disease. The members of the collaborative will represent community organizations, schools, recreational facilities, public and private hospitals, community and private health care practices, and residents of Los Angeles County.
				The LA Best Babies Network – Healthy Weight Collaborative is a coalition of Federally Qualified Health Centers that serve underserved mothers and other women in South Los Angeles. Addressing maternal-child health issues, especially for low-income communities, is a critical component of this project.
8	City of Long Beach [Long Beach Department of Human and Health Services]	\$130,000	Date of Execution to 09-29-12	The Long Beach Department of Human and Health Services (LB DHHS) Diabetes Prevention and Management Program will work to integrate the patient-centered medical home model approach into community self-care management programs for diabetes patients. The program will be providing diabetes self-management education and support for Spanish-speaking individuals with diabetes, as well as intensive education and support to individuals with pre-diabetes and obesity.
				The LB DHSS shares Los Angeles County's public health responsibilities of protecting the public and improving health in Los Angeles County. As such, the County will work LB DHSS to improve access to clinical preventive services in the Federally Qualified Health Centers and/or low-income clinics/programs they oversee. The most effective way to change City of Long Beach public health policy is by contracting directly with this office.

	Agency Name	Estimated Amount	Estimated First Term	Description of Services / Sole Source Justification
9	Los Angeles County Office of Education (LACOE)	\$125,000	Date of Execution to 09-29-12	LACOE will develop new policies and/or strengthen existing tobacco use and enforcement policies targeting students, staff, and school visitors in Los Angeles County. LACOE will advance these policies in conjunction with the implementation of evidence-based physical education requirements. Staff will provide students, parents/ guardians, and staff ongoing counseling and referrals to the California Smokers' Helpline and other cessation resources.  LACOE has the unique ability to reach the target population and collaborate with various school districts throughout the County.
10	Los Angeles Unified School District (LAUSD)	\$125,000	Date of Execution to 09-29-12	LAUSD will be partnering with DPH to expand the professional development and peer mentoring program to 135 additional schools in the district. Additional elements on wellness will be included in the peer mentoring program curriculum for teachers, including training for teachers to identify and refer students who use tobacco to smoking cessation resources.  The LAUSD is the largest school district in the County with the largest reach to the target population in a school district. LAUSD has a unique program, Physical Education Teacher Peer Mentoring Program, with the ability to collaborate with key partners to implement new or strengthen existing obesity-related policies in schools. The only way to legislate LAUSD policy is by working

	Agency Name	Estimated Amount	Estimated First Term	Description of Services / Sole Source Justification
11	Los Angeles Unified School District (LAUSD)	\$100,000	Date of Execution to 09-29-12	LAUSD will strengthen existing and develop new tobacco use policies that prohibit the use and possession of tobacco products by students, staff, and school visitors. LAUSD will also develop tobacco use assessment policies to be implemented during new student registration. LAUSD will increase access and utilization of effective cessation services among high-risk youths. LAUSD will also implement evidence-based physical education requirements and provide tobacco prevention education. Students will work with local coalitions and cities to support tobacco control campaigns.  The LAUSD is the largest school district in the County with the largest reach to the target population in a school district.
12	City of Pasadena [Pasadena Department of Public Health]	\$100,000	Date of Execution to 09-29-12	The Pasadena Department of Public Health (Pasadena DPH) will work to integrate a team-based care approach to clinical preventive services delivery in the Prevention, Adherence, Collaboration, and Education (PACE) program. PACE is a program that aims to reduce the cardiovascular morbidity and mortality of medically indigent patients with type 2 diabetes.  Pasadena DPH shares Los Angeles County's public health responsibilities of protecting the public and improving health in Los Angeles County. As such, the County will work Pasadena DPH to improve access to clinical preventive services in the Federally Qualified Health Centers and/or low-income clinics/programs they oversee. The only effective way to change City of Pasadena public health policy is by contracting directly with this office.

	Agency Name	Estimated Amount	Estimated First Term	Description of Services / Sole Source Justification
13	Safe Routes to School National Partnership (SRTSNP)	\$125,000	Date of Execution to 09-29-12	SRTSNP will partner with DPH to implement a policy campaign to increase the percentage of local, State, and federal transportation dollars spent on pedestrian and bike infrastructure. The campaign will establish a County-wide Active Transportation Coalition with representatives from local cities, transportation agencies, pedestrian/bike/safe routes to school advocates, schools, and DPH. The campaign will also partner with existing youth development organizations to train and organize youth to speak before their city council and local transportation agencies about the need for streets that are safe for walking and biking.  SRTSNP is the only agency in Los Angeles County with combined policy advocacy experience in safe routes to schools, bicycle and pedestrian planning, and youth mobilization.
14	Smoking Cessation Leadership Center (SCLC)	\$100,000	Date of Execution to 09-29-12	SCLC staff will provide support to tobacco cessation contractors to integrate tobacco policy and prevention practice approaches into wellness programs and services across various settings in Los Angeles County. SCLC staff will provide customized, intensive inperson and virtual training, technical assistance and materials, tailored to the contractors needs.  SCLC is the only agency of its kind in California combining tobacco expertise and policy capability. Since the CDC requires that the County collaborate with key partners to implement new or strengthen existing tobacco free policies in local cities and schools, technical advice is needed from SCLC.

	Agency Name	Estimated Amount	Estimated First Term	Description of Services / Sole Source Justification
15	Technical Assistance Legal Center Public Health Law and Policy (TALC)	\$75,000	Date of Execution to 09-29-12	TALC will provide legal and policy technical assistance to DPH and contracted agencies around issues related to tobacco control, prevention, and cessation. Moreover, TALC lawyers will provide legal advice in their respective areas of expertise, such as multi-unit housing and outdoor areas, schools, and local city initiatives, to guide and draft policies proposed by DPH and the collaborating agencies/contractors.
				TALC is the only agency of its kind providing legal and policy expertise regarding tobacco control policies in California. TALC is needed to guide DPH and contract agencies around issues related to tobacco control, prevention, and cessation. TALC lawyers will provide legal advice in their respective areas of expertise.
16	The Center for Tobacco Policy and Organizing (Center/ALAC)	\$75,000	Date of Execution to 09-29-12	Center/ALAC will provide capacity-building, tobacco policy, and advocacy technical assistance to the DPH staff and partnering organizations. The Center/ALAC will assist local communities by providing community organizing strategies to help community coalitions secure support and adopt local city policies. They will also provide policy information and analysis for local tobacco control ordinances such as comprehensive outdoor air, smoke free multi-unit housing, and tobacco retailer licensing. Additionally, the Center/ALAC will monitor significant statewide tobacco control bills and tobacco industry campaign contributions.
				Center/ALAC is the only agency of its kind in California specializing in tobacco policy development and adoption modeling.

# CHRONIC DISEASE AND INJURY PREVENTION TOBACCO POLICY AND CESSATION SERVICES

	THIS AGREEMENT is made and entered i	nto this	day
of	, 2011,		
	by and between	COUNTY OF LOS ANGELES (here "County")	after
	and	(hereafter "Contractor")	

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisor ("Board"), the duty to preserve and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's Board to appoint a County Health Officer, who is also the Director of County's Department of Public Health ("DPH" or "Department"), to provide services directed toward the prevention or mitigation of chronic diseases within the jurisdiction of County; and

WHEREAS, term "Director" as used herein refers to the County's Director of DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 53703 et eq., to do all acts necessary to participate in any federal program whereby federal funds are granted to County for purposes of health, education, welfare, and other public services described herein; and

WHEREAS, County has been granted funds from the federal Centers for Disease

Control and Prevention ("CDC"), Catalog of Federal Domestic Assistance Number \_\_\_\_\_; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and staff to conduct such activities described hereunder and has offered its resources to County to carry out the objectives of the Community Transformation Grant (CTG); and

WHEREAS, Contractor is willing and able to provide the services described herein, for in consideration of the payments under this agreement and under the terms and conditions hereafter set forth; and

WHEREAS, Contractor acknowledges that Agreement may be subject to audit and shall maintain all necessary records for a minimum of five (5) years following the expiration or prior termination of this Agreement; and

WHEREAS, County is authorized by Government Code Section 3100 to contract for these services, and

NOW, THEREFORE, the parties hereto agree as follows:

#### 1. TERM:

A. The term of this Agreement shall be effective on date of execution by both parties, and shall continue, in full force and effect through September 29, 2012.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least ten (10) calendar days advance written notice to the other party. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least a ten (10) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant

hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

- 2. <u>ADMINISTRATION</u>: Director shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.
- 3. <u>DESCRIPTION OF SERVICES</u>: Contractor shall provide services in the manner described in Exhibit A (Scope of Work), attached hereto and incorporated herein by reference.
- 4. MAXIMUM OBLIGATION OF COUNTY: Upon the date of execution by both parties, through September 29, 2012, the maximum obligation of County for all services provided hereunder shall not exceed Five Thousand Dollars (\$5,000). This funding is comprised of the amounts identified in Schedule(s) I, attached hereto and incorporated herein by reference.

#### 5. BILLING AND PAYMENT:

- A. County agrees to compensate Contractor in accordance with the payment structure set forth in the Schedule(s), attached hereto and incorporated herein by reference.
- B. "Provision of Services" as used in this Paragraph includes time spent performing any service activities designated in the Exhibit(s) and Schedule(s) including but not limited to time spent on the preparation of such activities.
- C. All invoices shall be submitted directly to the Tobacco Control and Prevention Program (TCPP) Director, 3530 Wilshire Boulevard, Suite 800, Los Angeles, California 90010, after the completion of each deliverable as determined by Director. Contractor agrees that Director shall have the right to withhold payment due to Contractor's

underperformance until Director is satisfied that the deliverable has been completed.

- D. In no event shall County be required to pay Contractor more, for all services provided hereunder, than the maximum obligation of County as set forth in the <a href="MAXIMUM OBLIGATION OF COUNTY">MAXIMUM OBLIGATION OF COUNTY</a> paragraph of this Agreement unless otherwise revised or amended under the terms of this Agreement.
- E. Contractor shall maintain all necessary records related to performance of service activities performed under this Agreement and may be subject to audit.
- F. <u>Submission of Outstanding/Final Invoices and Non- Payment of Invoices:</u>
  Upon expiration or prior termination of this Agreement, Contractor shall submit to TCPP
  Program Director within thirty (30) calendar days, any outstanding and/or final invoice(s)
  for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period described above shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.
- G. Contractor Budget and Expenditures Reduction Flexibility: In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this Agreement, with or without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, Alteration of Terms paragraph, of this Agreement, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.
- 6. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/

  TERMINATION OF AGREEMENT: Contractor acknowledges that no services shall be provided beyond the expiration date of this Agreement even if such services were requested by County.

  Contractor shall have no claim against County for payment of any money or reimbursement, of

any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

7. GOVERNING LAWS AND JURISDICTION AND VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

- 8. <u>COUNTY'S QUALITY ASSURANCE PLAN</u>: County may evaluate Contractor's performance under this Agreement at any time during the Term of this Agreement upon five (5) working days notice to Contractor. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.
- 9. <u>CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY</u>

  <u>FUNDED PROGRAM</u>: Contractor hereby warrants that neither it nor any of its staff members is

restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage

County may suffer arising from any federal exclusion of Contractor or its staff members from

such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

#### 10. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded and/or performing work on, County contracts for a specified period of time, which generally will

not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by circumstances, and terminate this Agreement and any or all existing contracts

Contractor may have with County.

- C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, or a non-profit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.
- D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.
- E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's Board of Supervisors.

- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors.

  County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.
- G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed, (2) a bona fide change in ownership or management, (3) material, or (4) any other reason that is in the best interest of County.
- H. County's Contractor hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years, (2) the debarment has been in effect for at least five (5) years, and (3) the request is in writing, states one or more of the grounds for reduction of the debarment, and includes supporting documentation. Upon receiving as appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. County's Contractor Hearing Board's proposed decision shall

contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

- I. These terms shall also apply to any subcontractors/consultants of County contractors.
- 11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or principals is currently suspended. debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.
- 12. <u>ALTERATION OF TERMS</u>: The body of this Agreement, and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this

Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

13. <u>CONTRACTOR'S OF</u>	FICES: Contractor's office is located at
Contract	tor's business telephone number is (),
facsimile (FAX) number is ()	, and electronic Mail (e-mail) address is
Contractor sl	hall notify County, in writing, of any changes made to their
business address, business telephor	ne number, FAX number and/or e-mail address as listed
herein, or any other business addres	s, business telephone number, FAX number and/or e-mail
address used in the provision of serv	rices herein, at least ten (10) calendar days prior to the
effective date(s) thereof.	

- 14. <u>NOTICES</u>: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement.

  Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.
  - A. Notices to County shall be addressed as follows:
    - (1) Department of Public Health
      Division of Chronic Disease and Injury Prevention
      Tobacco Control and Prevention Program
      3530 Wilshire Boulevard, Suite 800
      Los Angeles, California 90010
      Attention: Project Director
    - (2) Department of Public Health
      Contracts and Grants Division
      313 North Figueroa Street, 6th Floor-West
      Los Angeles, California 90012-2659

Attention: Division Chief

В.	Notices to	Contractor shall be addressed as follows:
	(1)	
		Attention:
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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES
By Jonathan E. Fielding, M.D., M.P.H. Director and Health Officer
Contractor
Signature
Printed Name
Title(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY COUNSEL ANDREA SHERIDAN ORDIN County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Public Health

By\_\_\_\_

Patricia Gibson, Chief Contracts and Grants Division

BL #01963:jlm

#### **Priority I (16 Full Time Equivalent (FTE) Positions)**

#### 1. Administrative Service Manager III – 1 FTE \*

This position will oversee all programs in the Division, including the Tobacco Control and Prevention Program, Nutrition Program, Physical Activity and Cardiovascular Health Program, Policies for Livable Active Communities and Environments (PLACE) Program, and Injury and Violence Prevention Program. Most of the *Choose Health LA* policy and programmatic activities will be integrated into these programs. The Administrative Service Manager III will report to the Division Director.

#### 2. Staff Analyst – 2 FTEs

One position will provide oversight in media and cessation services programming for DPH and *Choose Health LA* and will serve as the subject expert in tobacco control media and cessation services.

One position will be responsible for planning, coordinating, and implementing financial and fiscal requirements to ensure compliance with applicable rules and regulations in accordance with County and DPH protocols, and all appropriate regulatory agencies.

#### 3. Senior Staff Analyst - 2 FTEs \*

One position will serve as the Director of Administration supervising and advising on all personnel, human resources, and contracts and grants processes in the Division of Chronic Disease & Injury Prevention (CDIP).

One position will serve as the Director of Planning & Policy overseeing all internal and external relations related to CDIP initiatives and serving as a liaison to the Board of Supervisors and to other DPH divisions and programs.

#### 4. Contract Program Auditor – 3 FTEs

These positions will be assigned a number of contractors to manage and oversee all contract related matters including monitoring of services, detailed inspections, and fiscal compliance.

#### 5. Assistant Staff Analyst – 1 FTE

This position will assist the various administrative staff and team members of *Choose Health LA* to coordinate and administratively support the activities outlined in the scope of work.

#### 6. Management Secretary III – 1 FTE

This position will provide secretarial support to the Division Director, support the administrative needs of CDIP's central Administration, and serve as the liaison to *Choose Health LA*'s administrative and secretarial staff.

#### 7. Administrative Infrastructure: Management Analyst (Contracts) – 2 FTE

These positions will perform contract development, implementation, analysis, and administrative activities to obtain a variety of contracted services. They will conduct contract solicitations, secure authorization for sole source contracts, assist with the negotiation of contractual terms, and make recommendations for contract awards.

#### 8. Administrative Infrastructure: Principal Accounting Systems Technician – 2 FTE

One position will serve as the eCAPS coordinator/liaison for PHS responsible for overseeing and coordinating the study, evaluation, implementation, and monitoring of all modules within eCAPS including Financials, Grant Management, Project, and Cost.

One position will manage professional accountants and administrative staff in systems analysis work related to the fiscal monitoring of grant/contract accounting

### 9. Administrative Infrastructure: Departmental Employee Relations Representative – 1 FTE

This position will be assigned to the Employee Relations Unit and handle grievances; advise and confer with management, employees, and employee's representatives on employee relations issues; conduct internal investigations regarding hostile work environments; prepare cases and gather information for the Employee Relations hearings; attend monthly Joint Labor Management Committee meetings; participate in employee contract negotiations; coordinate and handle Appraisal of Promotability appeal hearings; and participate in arbitrations and draft settlement agreements.

#### 10. Administrative Infrastructure: Senior Departmental Personnel Technician – 1 FTE

This position will function as a return-to-work coordinator. This position will review, analyze, and make recommendations on worker's compensation cases; handle the return of employees to work who may or may not have work restrictions; conduct Interactive Process meetings legally required under state and federal law; advise and confer with higher-level management relative to employees on leave or working with employees requiring accommodations; and interface with County Counsel, Department of Human Resources, Chief Executive Office, Third Party Administrators, and Applicant's attorney.

#### **Priority II (28 FTE Positions)**

#### 11. Senior Staff Analyst – 2 FTEs

One position will serve as the Project Director responsible for all day-to-day activities related to *Choose Health LA*, including administration, personnel, and contracts and grants management ensuring that the scope of work objectives and milestones are met in a timely manner. The Project Director will be the primary liaison with the Centers for Disease Control and Prevention, other external stakeholders, and the Board of Supervisors on *Choose Health LA*-related activities.

One position will serve as the Co-Project Director and the Lead for the *Tobacco Free Living* Strategy and will lead the initiative's robust tobacco control policy agenda, overseeing the implementation of project activities; development of materials, evaluation instruments, and methodology; and coordination with departmental and external agencies in reference to *tobacco free living*.

#### 12. Program Specialist, PHN – 1 FTE

This position will serve as the Director of Clinical and Other Preventive Services responsible for overseeing day-to-day operations related to the *clinical and other preventive services* component of the *Choose Health LA* initiative.

#### 13. Staff Analyst – 1 FTE \*

This position will oversee selected social media and public education campaigns related to *Choose Health LA* and will serve as the Communications Manager for the Early Childhood Obesity Prevention Program.

#### 14. Health Program Analyst – 9 FTEs

\* One position will serve as the lead legal policy analyst for the *Choose Health LA* initiative and the Early Childhood Obesity Prevention Program, and will provide legal analysis of tobacco control, nutrition, land use, and physical activity policy strategies.

Three positions will serve as Policy Liaisons assisting in leading legislative efforts in targeted cities and community organizations by working directly with selected cities and community organizations in drafting model policy language, as specified in the scope of work.

Five positions will serve as Project Coordinators responsible for managing activities related to five different *active living and healthy eating* policy projects facilitating technical assistance and support needed to pass targeted policies in selected communities and organizations throughout Los Angeles County.

#### 15. Assistant Staff Analyst – 2 FTEs

These positions will serve as Contract Managers overseeing and providing technical assistance to contractors selected through a Request For Proposal (RFP) solicitation. The Contract Managers will help develop the RFP and coordinate proposal review panels.

#### 16. Senior Health Educator - 2 FTEs

These positions will serve as Community Organizers assisting in the community outreach efforts and planning needed to disseminate policy intervention strategies to targeted communities.

#### 17. Administrative Assistant III – 3 FTEs

Two of these positions will analyze and make recommendations to troubleshoot a variety of operational and administrative problems related to contractor invoicing and purchasing processes, especially protocols with significant consequences in terms of cost and efficiency.

One position will function as the Assistant Policy Analyst assisting the three Policy Liaisons dedicated to *tobacco free living* strategies and five Project Coordinators dedicated to *active living and healthy eating* strategies.

#### 18. Senior Secretary III – 1 FTE

This position will provide secretarial support to the Co-Principal Investigators and assist with day-to-day administrative activities related to the *Choose Health LA* initiative.

#### 19. Senior Typist Clerks – 3 FTEs

These positions will provide secretarial support for the Senior Staff Analyst, the Project Director, and their *Choose Health LA* staff.

### 20. Research Analyst III – 4 FTEs

These positions will perform a variety of data collection and data analysis functions, assist the Evaluation Team in developing a comprehensive plan of project evaluation, and help in monitoring change strategy-specific activities and responding to the data needs of the *Choose Health LA* team.

<sup>\*</sup> Positions are funded by various CDC grants such as CTG, RENEW, TRUST and State Prop 99.

### SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES
	A-1 is a list of the Sole Source providers.
	Identify applicable justification and provide documentation for each checked item.
√ .	Only one bona fide source for the service exists; performance and price competition are not available.
	> Quick action is required (emergency situation)
	Proposals have been solicited but no satisfactory proposals were received.
	Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
1	> Other reason. Please explain:  For further explanation, please refer to Exhibit I in Board letter.
	Sheila Shima Date
	Deputy Chief Executive Officer, CEO

#### Attachment A-1

- 1 American Diabetes Association
- 2 Breastfeeding Task Force of Greater Los Angeles
- 3 California Center for Public Health Advocacy
- 4 California Food Policy Advocates
- 5 City of Los Angeles City Attorney's Office
- 6 City of Los Angeles Department of Planning
- 7 LA Best Babies Network
- 8 City of Long Beach [Long Beach Department of Human and Health Services ]
- 9 Los Angeles County Office of Education
- 10 Los Angeles Unified School District
- 11 Los Angeles Unified School District
- 12 City of Pasadena [Pasadena Department of Public Health]
- 13 Safe Routes to School National Partnership
- 14 Smoking Cessation Leadership Center
- 15 Technical Assistance Legal Center Public Health Law and Policy
- 16 The Center for Tobacco Policy and Organizing